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PRODUCER'S CODE 31 559 920	NAME AND LOCATION Marsh & McLennan	PREVIOUS POLICY NUMBER XLX 136 29 55 3-80	POLICY PREP. AND NUMBER XLX- 137 04 26
BRANCH		0	
J1 COVERAGE PROVIDED 01 FIREMAN'S FUND IN COMPANY DESIG- 18 THE AMERICAN NATED BY NUMBER 07 NATIONAL SURETY			
ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE) W. R. Grace & Co. 1114 Avenue of the Americas New York, NY 10036			
POLICY PERIOD: 6-30-79 6-30-80			
ITEM 2. INCEPTION (MO. DAY YR.) EXPIRATION (MO. DAY YR.) 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.			
ITEM 3. LIMIT OF LIABILITY: \$ 4,000,000 EACH OCCURRENCE P/O \$50,000,000 \$ 4,000,000 AGGREGATE			
ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY \$ 100,000,000 EACH OCCURRENCE \$ 100,000,000 AGGREGATE			
ITEM 5. PREMIUM BASIS \$ Flat charge		ITEM 6. ADVANCE PREMIUM: \$ 6,000. ANNUAL MINIMUM PREMIUM: \$ 6,000.	
IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$ 1,200.			
ITEM 7. SCHEDULE OF UNDERLYING INSURANCE: See Endt. #1			

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. **Coverage.** To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. **Limit of Liability.** The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. **Policy Period.** This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. **Maintenance of Primary Insurance.** The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE 8-24-79 ws	COUNTERSIGNATURE OF AUTHORIZED AGENT
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ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in Item 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. Such underlying insurance is not maintained in full effect by the Insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. Notice of Occurrence. The Insured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

3. Payment of Loss. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement, award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of Insured shall not relieve the Company of any of its obligations under.

4. Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the Insured's employees incurred in investigation, adjustment and litigation.

5. Appeal. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. Subrogation. In the event of any payment of this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.

8. Cancellation. This policy may be cancelled by either party upon 30 days' notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of unearned premium is not a condition of cancellation.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

b) nuclear material is contained in spent fuel or waste at the time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means and fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating

(Continued from Preceding Page)

the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

Jim Benedict

SECRETARY

Myron New Bain

PRESIDENT

FINAL PAGE

SCHEDULE OF UNDERLYING INSURANCE

#1

<u>Layer</u>	<u>Participation</u>
A) \$5,000,000 XS primary	
London	\$4,000,000
Northbrook	1,000,000
B) \$15,000,000 XS \$5,000,000	
London	\$7,500,000
Northbrook	3,750,000
Granite State	3,750,000
C) \$30,000,000 XS \$20,000,000	
London	\$15,000,000
AIG Ins. Co.	3,000,000
Transit	2,000,000
Hartford	2,000,000
Granite State	7,000,000
Gerling Konzern	1,000,000
D) \$25,000,000 XS \$50,000,000	
London	\$4,000,000
Integrity	2,000,000
Northbrook	7,000,000
National Union	1,000,000
Transit	5,000,000
Granite State	4,000,000
AIG	2,000,000
E) \$25,000,000 XS \$75,000,000	
City Insurance	\$5,500,000
Granite State	3,500,000
Reunion Adriatica	1,000,000
National Union	6,000,000
Transit	3,000,000
Hartford	1,000,000

POLICY NUMBER 3-80 ELX-137 04 26	INSURED W. R. Grace & Co.	EFFECTIVE 6-30-79
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron R. Bain</i> PRESIDENT		PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT

Architects, Engineers or Surveyors-Professional Liability Exclusion

#2

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the Insured, including, but not limited to

- (A) the preparation or approval of maps, plans opinions, reports, surveys, designs or specifications and
- (B) Supervisory, inspection or engineering services.

Accepted: _____

Named Insured or Executive Officer

POLICY NUMBER XLX-137 04 26	INSURED W. R. Grate & Co.	EFFECTIVE 6-30-79
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron R. Bain</i> PRESIDENT		PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT

180009-6-65 SETS

THE EXCESS & SPECIAL RISK MARKET INC.

ME OFFICE: P. O. BOX 3395/SAN FRANCISCO, CALIFORNIA 94119

HBF CASUALTY

ESR 100 69 07

CERTIFICATE OF REINSURANCE

This is to certify that we have effected Reinsurance as follows:

REINSURED: Fireman's Fund Insurance Co.
 W.R. Grace & Co.
 INSURED AND ADDRESS: 1114 Avenue of the Americas
 New York, N. Y. 10036

REINSURED'S POLICY NO.:
 XLX 137 04 26
 (New York)

LOCATION OF RISK:

COVERAGE: Blanket Excess Liability Policy

REINSURANCE PERIOD: From: June 30, 1979 To: June 30, 1980
 \$4,000,000. each occurrence/\$4,000,000. aggregate part of
 REINSURED'S POLICY LIMITS: \$50,000,000. each occurrence/\$50,000,000. aggregate excess
 of \$100,000,000. each occurrence/\$100,000,000. aggregate.

REINSURED'S RETENTION: \$3,000,000. P/O \$4,000,000.

REINSURANCE ACCEPTED: \$1,000,000. P/O \$4,000,000.

- ☒ PRO RATA
☐ EXCESS OF LOSS

INSURANCE PREMIUM: ~~XXX~~ PREMIUM: \$1,500.00
☒ NON ADJUSTABLE PREMIUM ~~XXX~~ ANNUAL M.P.: \$1,500.00
☐ ADJUSTABLE PREMIUM

~~XXX~~ INSTALLMENT PREMIUMS
 Date due Amount due
 6-30-79 \$1,500.00

CONDITIONS: Cancellation as original plus ten days.
 All other terms and conditions as original.

INFORMATION: Various

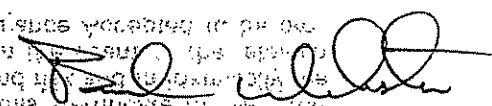
REINSURED WITH: HBF Binding Authority Hannover Re. (100%)

~~XXXXXXXXXX~~

the undersigned hereby certifies that the above information is true and correct
 as of the date of this certificate.

Witness my hand and seal this 9th day of June 1979.

Paul Webster, Secretary

By: 

Paul Webster, Secretary

San Francisco, California

9-11-79

DATE

LOTT REINSURANCE COMPANY

Office

THE EXCESS AND SPECIAL RISK MARKET INC.

THE EXCESS 3 SPECIAL HIGH RISK MARINE INC

6-11-10

FULL REINSURANCE CLAUSE

Being a Reinsurance of and warranted same gross or net rate as specified herein and same terms and conditions as and to follow the settlements of the Reinsured, and that said Reinsured retains during the currency of this Certificate at least the amount stated herein on the identical subject matter and risk and in identically the same proportion on each separate part thereof, but in the event of the retained line being less than the amount stated herein, Reinsurance Accepted to be proportionately reduced.

The above clause only applies if specifically referred to overleaf.

REVENUE WITH THE BUSINESS VENTURELY REVENUE IS (100%)

REVENUE WITH THE BUSINESS

VII OTHER TERMS AND CONDITIONS AS ORIGINALLY CONCESSIONED AS ORIGINALLY BY THE NEW YORK

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THE EXCESS 3 SPECIAL HIGH RISK MARINE INC

REVENUE WITH THE BUSINESS

REVENUE WITH THE BUSINESS

EXCESS & SPECIAL RISK MARKET INC.

☐ San Francisco
☐ Los Angeles
☐ Chicago

☐ New York
☒ Home Office
☐

Insurance & Reinsurance
 Underwriting Managers
 Surplus Lines Brokers

Invoice Number: **43885**

PRODUCER

Fireman's Fund Ins. Co.
 North Jersey P.S.O.
 P.O. Box 221
 Parsippany, N.J. 07054

DATE October 30, 19 79

INSURED
 W. R. Grace & Co.
 XLX 1370426

(TO CORRECT CEDING COMMISSION)

OFFICE 90 PRODUCER NO. F 070

POLICY NO.	EFF. DATE	EXPIR. DATE	DESCRIPTION OF COVERAGE	GROSS PREMIUM	COMMISSION
ES 100 69 07	6-30-79	6-30-80	Blanket Excess Liability Policy	\$ 1,500.00	20.00 %
				TAXES OR FEES	DESCRIPTION
					TOTAL DUE

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE TO:

EXCESS & SPECIAL RISK MARKET INC.**O. BOX 3395****SAN FRANCISCO, CALIFORNIA 94119****IMPORTANT: PLEASE SHOW POLICY NUMBER ON THE FACE OF YOUR CHECK****ALL PREMIUMS MUST BE PAID WITHIN 30 DAYS****NOTICE: NO FLAT CANCELLATIONS ARE ALLOWABLE ON THIS BUSINESS**

We are required by the Underwriters of this insurance to hold you responsible for earned premiums in all cases.

PRODUCER'S COPY

EXCESS & SPECIAL RISK MARKET INC.

☐ San Francisco
☐ Los Angeles
☐ Chicago

☐ New York
☒ Home Office
☐

Insurance & Reinsurance
 Underwriting Managers
 Surplus Lines Brokers

Invoice Number: 43885

PRODUCER

Fireman's Fund Ins. Co.
 North Jersey P.S.O.
 P.O. Box 221
 Parsippany, N.J. 07054

DATE October 30, 19 79

INSURED

W. R. Grace & Co.
 XLX 1370426

(TO CORRECT CEDING COMMISSION)

OFFICE 90 PRODUCER NO. F 070

POLICY NO.	EFF. DATE	EXPIR. DATE	DESCRIPTION OF COVERAGE	GROSS PREMIUM	COMMISSION
ES 100 69 07	6-30-79	6-30-80	Blanket Excess Liability Policy	\$ 1,500.00	20.00 %
			<input checked="" type="checkbox"/> NEW/RENEWAL <input type="checkbox"/> ADDITIONAL PREMIUM <input type="checkbox"/> RETURN PREMIUM	TAXES OR FEES	DESCRIPTION
					TOTAL DUE

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE TO:
 THE EXCESS & SPECIAL RISK MARKET INC.
 O. BOX 3395

SAN FRANCISCO, CALIFORNIA 94119

IMPORTANT: PLEASE SHOW POLICY NUMBER ON THE FACE OF YOUR CHECK

ALL PREMIUMS MUST BE PAID WITHIN 30 DAYS

NOTICE: NO FLAT CANCELLATIONS ARE ALLOWABLE ON THIS BUSINESS
 We are required by the Underwriters of this insurance to hold you responsible for earned premiums in all cases.

REMITTANCE COPY—PLEASE RETURN WITH CHECK

EXCESS & SPECIAL RISK MARKET INC.

☐ San Francisco ☐ New York
☐ Los Angeles ☒ Home Office
☐ Chicago ☐

Insurance & Reinsurance
 Underwriting Managers
 Surplus Lines Brokers

Invoice Number: **43258**

PRODUCER

Fireman's Fund Ins. Co
 North Jersey P.S.O.
 P. O. Box 221
 Parsippany, N.J. 07054

**CREDIT
MEMO**DATE October 30, 19 79

INSURED

W. R. Grace & Co.
 XLX 1370426

OFFICE 90 PRODUCER NO. F 070

POLICY NO.	EFF. DATE	EXPIR. DATE	DESCRIPTION OF COVERAGE	GROSS PREMIUM	COMMISSION
ES 100 69 07	6-30-79	6-30-80	Blanket Excess Liability Policy <input type="checkbox"/> NEW/RENEWAL <input type="checkbox"/> ADDITIONAL PREMIUM <input checked="" type="checkbox"/> RETURN PREMIUM	\$ 1,500.00	25.00 %
				TAXES OR FEES	DESCRIPTION
					TOTAL DUE

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE TO:

THE EXCESS & SPECIAL RISK MARKET INC.**P.O. BOX 3395****SAN FRANCISCO, CALIFORNIA 94119****IMPORTANT: PLEASE SHOW POLICY NUMBER ON THE FACE OF YOUR CHECK****ALL PREMIUMS MUST BE PAID WITHIN 30 DAYS****NOTICE: NO FLAT CANCELLATIONS ARE ALLOWABLE ON THIS BUSINESS**

We are required by the Underwriters of this insurance to hold you responsible
 for earned premiums in all cases.

PRODUCER'S COPY

THE EXCESS & SPECIAL RISK MARKET INC.

- ☐ San Francisco ☐ New York
☐ Los Angeles ☒ Home Office
☐ Chicago ☐

Insurance & Reinsurance
Underwriting Managers
Surplus Lines Brokers

Invoice Number: 43258

PRODUCER

Fireman's Fund Ins. Co
North Jersey P.S.O.
P. O. Box 221
Parsippany, N.J. 07054

CREDIT
MEMODATE October 30, 19 79

INSURED

W. R. Grace & Co.
XLX 1370426

OFFICE 90 PRODUCER NO. F -070

POLICY NO.	EFF. DATE	EXPIR. DATE	DESCRIPTION OF COVERAGE	GROSS PREMIUM	COMMISSION
ES 100 69 07	6-30-79	6-30-80	Blanket Excess Liability Policy	\$ 1,500.00	25.00 %
			<input type="checkbox"/> NEW/RENEWAL <input type="checkbox"/> ADDITIONAL PREMIUM <input checked="" type="checkbox"/> RETURN PREMIUM	TAXES OR FEES	DESCRIPTION
					TOTAL DUE

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE TO:
THE EXCESS & SPECIAL RISK MARKET INC.

P.O. BOX 3395

SAN FRANCISCO, CALIFORNIA 94119

IMPORTANT: PLEASE SHOW POLICY NUMBER ON THE FACE OF YOUR CHECK

ALL PREMIUMS MUST BE PAID WITHIN 30 DAYS

NOTICE: NO FLAT CANCELLATIONS ARE ALLOWABLE ON THIS BUSINESS

We are required by the Underwriters of this insurance to hold you responsible
for earned premiums in all cases.

REMITTANCE COPY—PLEASE RETURN WITH CHECK

EXCESS & SPECIAL RISK MARKET INC.

☐ San Francisco ☐ New York
☐ Los Angeles ☒ Home Office
☐ Chicago ☐

Insurance & Reinsurance
 Underwriting Managers
 Surplus Lines Brokers

Invoice Number: **43972**

PRODUCER

Fireman's Fund Insurance Co.
 North Jersey P.S.O.
 P. O. Box 221
 Parsippany, N.J. 07054

DATE September 11, 19 79

INSURED

W. R. Grace & Co.
 ALX 137 04 26

OFFICE **90** PRODUCER NO. **F 070**

POLICY NO.	EFF. DATE	EXPIR. DATE	DESCRIPTION OF COVERAGE	GROSS PREMIUM	COMMISSION
ES 100 6907	6-30-79	6-30-80	Blanket Excess Liability Policy <input checked="" type="checkbox"/> NEW/RENEWAL <input type="checkbox"/> ADDITIONAL PREMIUM <input type="checkbox"/> RETURN PREMIUM	\$ 1,500.00	16% 22.00% 20% 22.00%
				TAXES OR FEES	DESCRIPTION 10/10/1
					TOTAL DUE

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE TO:
 THE EXCESS & SPECIAL RISK MARKET INC.
 P.O. BOX 3395

SAN FRANCISCO, CALIFORNIA 94119

IMPORTANT: PLEASE SHOW POLICY NUMBER ON THE FACE OF YOUR CHECK

ALL PREMIUMS MUST BE PAID WITHIN 30 DAYS

NOTICE: NO FLAT CANCELLATIONS ARE ALLOWABLE ON THIS BUSINESS

We are required by the Underwriters of this insurance to hold you responsible
 for earned premiums in all cases.

REMITTANCE COPY—PLEASE RETURN WITH CHECK

ENTRY INSTRUCTIONS—E & SR—CASUALTY

CEDED REINSURANCE

ENTRY TRANSACTION NUMBER 1			ALLOCATION OF LIMITS (IN DOLLARS AND PERCENTAGE)			TOTAL POLICY LIMIT 4,000,000		E & SR TREATY LIMIT 75%		E & SR SURPLUS TREATY LIMIT 0				
IAL	END NO.	REVISION EFF. DATE	POLICY NUMBER XLX1370426											
BRANCH 3-80 NYK			INSURED W. R. Grace & Co.			GROSS <input checked="" type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN PREMIUM DUE		E & SR TREATY 99-002-178 CODE 52:23 OF 75% OF		E & SR SURPLUS TREATY 99-002-188 CODE 100 OF 0% OF				
						PRODUCER'S COMM. 7.5%		GROSS PREMIUM TO TREATY FF COMM 32.03%		GROSS PREMIUM TO TREATY FF COMM 27.5%				
U/P #	CLASS	MINOR CLASS												
701	1111	01 MECH RIDE 04 ANIM RIDE 07 SR HOME 00 OTHER 02 SKIRES 05 DAY NUR 08 SHOOT GAL 03 SPEC EV 06 SALON 09 SKATING				BI 53-03 PD 54-03		BI 53-03 PD 54-03		BI 53-03 PD 54-03				
MISC.	01362	01 DET AGENCY B 02 TREE SER 00 OTHER M&C				BI 53-03 PD 54-03		BI 53-03 PD 54-03		BI 53-03 PD 54-03				
	0798	01 RAIN 02 PROD WDRAWB 03 CONTGCY 04 NON APP 05 TVB 08 TWIN 00 OTHER				XXX 22-35		XXX 22-35		XXX 22-35				
E & O	73110	01 ADVERTISERS 02 ADVERTISING AGENCY		COVER 1 2 3	CLMS MADE DATE	BI 53-08 XXX		BI 53-08 XXX		BI 53-08 XXX				
	48303	03 RADIO 04 TELEVISION		COVER 1 2 3	CLMS MADE DATE	BI 53-08 XXX		BI 53-08 XXX		BI 53-08 XXX				
	73920	05 CR BUR 10 PAPER 3 18 CATV 06 EDP 12 P. FIN 00 OTHERS 09 MAGO 17 SEC		COVER 1 2 3	CLMS MADE DATE	BI 53-08 XXX		BI 53-08 XXX		BI 53-08 XXX				
	97774	01 CPA 04 ARCHS. ENG 02 LAWYERS 00 OTHERS		COVER 1 2 3	CLMS MADE DATE	BI 53-08 XXX		BI 53-08 XXX		BI 53-08 XXX				
	80888	01 PHY-SURG-DENT 02 HOSPITAL 03 ALL OTHER MEDICAL PROF		COVER 1 2 3 4 5 6 7	CLMS MADE DATE	BI 53-76 XXX		BI 53-76 XXX		BI 53-76 XXX				
APPLICABLE TO 701-702		POLICY LIMITS 1 2 3 4 5 6				TREATY LIMITS 1 2 3 4								
ORDINARY EXCESS	7030	04 TRUCKMEN 00 OTHER COMMERCIAL				BI 43-22 PD 44-22		BI 43-22 PD 44-22		BI 43-22 PD 44-22				
	5000	01 BUSES 00 OTHER PUBLIC				BI 43-22 PD 44-22		BI 43-22 PD 44-22		BI 43-22 PD 44-22				
	01362	00 ALL OL & T				BI 53-03 PD 54-03		BI 53-03 PD 54-03		BI 53-03 PD 54-03				
	97778	00 ALL M & C				4,000 2,000 1567		783		N/A under the				
	97777	00 ALL PRODUCTS				BI 53-04 PD 54-04		BI 53-04 PD 54-04		BI 53-04 PD 54-04				
	97774	01 CPA 04 ARCHS. ENG 02 LAWYERS 00 OTHERS		COVER 1 2 3	CLMS MADE DATE	BI 53-08 XXX		BI 53-08 XXX		BI 53-08 XXX				
	80888	01 PHY-SURG-DENT 02 HOSPITAL 03 ALL OTHER MEDICAL PROF		COVER 1 2 3 4 5 6 7	CLMS MADE DATE	BI 53-76 XXX		BI 53-76 XXX		BI 53-76 XXX				
	0388	W. COMP		SELF INSURED RETENTION		51-10 XXX		51-10 XXX		51-10 XXX				
	EXCESS POLICY LIMITS		PRIMARY BI LIMITS				PRIMARY PD LIMITS				TREATY LIMITS			
	1 2 3 4 5 6 7	2 3 4 5 6 7 8 9	0 1 2 3 4 5 6 7 8 9	1 2 3 4										
SUPEROVER	7030	04 TRUCKMEN 00 OTHER COMMERCIAL				BI 43-22 PD 44-22		BI 43-22 PD 44-22		BI 43-22 PD 44-22				
	5000	01 BUSES 00 OTHER PUBLIC				BI 43-22 PD 44-22		BI 43-22 PD 44-22		BI 43-22 PD 44-22				
	01362	00 ALL OL & T				BI 53-03 PD 54-03		BI 53-03 PD 54-03		BI 53-03 PD 54-03				
	97778	01 CONTRACTORS 00 ALL OTHER M&C				BI 53-02 PD 54-02		BI 53-02 PD 54-02		BI 53-02 PD 54-02				
	97777	00 ALL PRODUCTS				BI 53-04 PD 54-04		BI 53-04 PD 54-04		BI 53-04 PD 54-04				
	774	01 CPA 04 ARCHS. 02 LAWYERS 00 OTHERS		COVER 1 2 3	CLMS MADE DATE	BI 53-08 XXX		BI 53-08 XXX		BI 53-08 XXX				
	80888	01 PAY-SURG-DENT 02 HOSPITAL 03 ALL OTHER MEDICAL PROF		COVER 1 2 3 4 5 6 7	CLMS MADE DATE	BI 53-76 XXX		BI 53-76 XXX		BI 53-76 XXX				
EXCESS POLICY LIMITS		PRIMARY BI LIMITS				PRIMARY PD LIMITS				HI-LO RISK IDENTITY				
1 2 3 4 5 6 7	2 3 4 5 6 7 8 9	0 1 2 3 4 5 6 7 8 9	1 HI 2 LO											

UNDERWRITER

DATE

* DOES OUTSIDE REINSURANCE APPLY?

☐ NO☒ YES—SEE REVERSE SIDE

OUTSIDE REINSURANCE (FACULTATIVE CEDED REINSURANCE)

		LIABILITY (PERCENT OR DOLLARS)	PREMIUM TO REINSURER		REINS COMM
REINSURER	E + SR HBF Cas		B.I.	P.D.	
MAILING ADDRESS	Managing Underwriters Home Office - Art Paula Trickett Code # 94-002-121	25% 01 (1,000,000)	1,000	500	20%
REINSURANCE CERT. NO.	T/B/A				
PAY PREMIUM TO:					
REINS. COMPANY	REINS. BROKER	PRODUCER			(INCLUDING TAX & BOARD)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
REINSURER			B.I.	P.D.	
MAILING ADDRESS					
REINSURANCE CERT. NO.					
PAY PREMIUM TO:					
REINS. COMPANY	REINS. BROKER	PRODUCER			(INCLUDING TAX & BOARD)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
REINSURER			B.I.	P.D.	
MAILING ADDRESS					
REINSURANCE CERT. NO.					
PAY PREMIUM TO:					
REINS. COMPANY	REINS. BROKER	PRODUCER			(INCLUDING TAX & BOARD)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

TO: CLAIMS (FOR CLAIMS DEPARTMENT USE ONLY)

1. DISTRIBUTE THAT PART OF THE TOTAL POLICY LOSS (RESERVE OR PAYMENTS) ALLOCATED TO THE E & SR TREATY AS FOLLOWS:

E & SR TREATY'S (NOT E & SR SURPLUS TREATY) SHARE OF LOSS AS SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR TREATY LIMIT" ON REVERSE SIDE	LOSS ALLOCATION	
	FIREMAN'S FUND'S SHARE (NET TO F.F.)	REINSURANCE SHARE
FIRST \$1,000,000 OF LOSS TO E & SR TREATY:	50% OF LOSS	50% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY:	25% OF LOSS	75% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY:	33% OF LOSS	67% OF LOSS

2. ALLOCATE REMAINING PORTION OF TOTAL LOSS (IF ANY) AS PER THE PERCENTAGE (OR DOLLARS) SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR SURPLUS TREATY LIMIT" ON THE REVERSE SIDE AND OUTSIDE REINSURANCE (IF SHOWN ABOVE)

TO: ENTRY DEPARTMENT—REFER TO REVERSE SIDE FOR CODING INSTRUCTIONS.

CARD NO.	BATCH DATE	ENTRY NO.	PRODUCTION CODE	POLICY IDENTIFICATION NUMBER	P.C.	JOB 1	OPR 1	BATCH NO.	RUN DATE																																																				
	09/05/79	S	31559920	01370426-4	7	715	59	592	09/08/79																																																				
POLICY PREFIX	ALPHA	NAME OF INSURED	CO.	POLICY EFFECTIVE	POLICY EXPIRATION	TRANSACTION EFFECTIVE	TRANS CODE	UNDWR PROG	U	U	U	U	TOTAL DIRECT OR ASSUMED PREMIUM																																																
XLX	MM	W.R. GRACE & CO	01	063079	063080	063079	21		711	00			6000.00																																																
ACCT CODE	FIRST BILL DATE	CERTIFICATE NO.	INSTALLMENTS	REINSURED COMPANY	RISK NEW ID NO.	ADJUSTMENT PERIOD	FROM DATE	TOTAL CEDED PREMIUM																																																					
								3850.00																																																					
DETAIL ITEM NO.	LINE	ST	TR	TAX TERR	SUB CLASS	OCC	EXP 1	EXP 2	EXP 3	EXP 4	EXP 5	EXP 6	PREMIUM																																																
001	1	0530	231		06079	97778	2300	5	933	0		000750	4000.00																																																
001	1	1109	21																																																										
002	1	0540	231		06079	97778	2300	5	933	0		000750	2000.00																																																
002	1	1109	2																																																										
<table border="1"> <thead> <tr> <th colspan="4">REINSURER</th> <th colspan="4">DETAIL ITEM NUMBERS</th> <th colspan="2">AMT OF INS</th> <th colspan="2">AMT OF PREM</th> </tr> <tr> <th>TR</th> <th>TR</th> <th>TR</th> <th>TR</th> <th>TR</th> <th>TR</th> <th>TR</th> <th>TR</th> <th>TR</th> <th>TR</th> <th>TR</th> <th>TR</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>7</td> <td>0990</td> <td>02178</td> <td>0320</td> <td>3001</td> <td>1002</td> <td></td> <td></td> <td></td> <td></td> <td>2350.00</td> </tr> <tr> <td>3</td> <td>7</td> <td>0990</td> <td>02188</td> <td>0275</td> <td>0001</td> <td>1002</td> <td></td> <td></td> <td></td> <td></td> <td>1500.00</td> </tr> </tbody> </table>														REINSURER				DETAIL ITEM NUMBERS				AMT OF INS		AMT OF PREM		TR	TR	TR	TR	TR	TR	TR	TR	TR	TR	TR	TR	3	7	0990	02178	0320	3001	1002					2350.00	3	7	0990	02188	0275	0001	1002					1500.00
REINSURER				DETAIL ITEM NUMBERS				AMT OF INS		AMT OF PREM																																																			
TR	TR	TR	TR	TR	TR	TR	TR	TR	TR	TR	TR																																																		
3	7	0990	02178	0320	3001	1002					2350.00																																																		
3	7	0990	02188	0275	0001	1002					1500.00																																																		
CARD NO.	DATE DUE	AMOUNT	DATE DUE	AMOUNT	DATE DUE	AMOUNT	DATE DUE	AMOUNT																																																					

0306--(PSO) 5-78



THE FIDELITY
INSURANCE COMPANIES

EXCESS & SPECIAL RISKS
INSTRUCTIONS FOR
POLICYWRITING & CODING

TO: POLICYWRITING

USE NUMBER
XLX13 70426

☐ NEW ☒ RENEWAL ☐ ENDORSEMENT ☐ CANCELLATION

EFFECTIVE DATE:
LOCATION

PRODUCTION CODE

PRODUCER NAME

NAMED INSURED ADDRESS

W. R. Grace & Co.

☒ USE POLICY FORM } See attached

☒ USE ENDORSEMENT FORM

☐ USE CERTIFICATE FORM

☐ PER FORM ATTACHED

☒ PLEASE PWT Pol. # XLX1370426 + XLX1370427

in same underwriting folder Send both policies to producer together

COPIES

☐ PRE-CARBONIZED FORM
☐ SIGN ORIGINAL

☒ ORIGINAL, PROCESSING CENTER, AGENT, UNDERWRITER, B.O., AUDIT, EXTRA
☐ ORDER CREDIT REPORT ☐ ORDER

DISTRIBUTE:

☒ SEND ORIGINAL AND AGENTS COPY TO AGENT
☐ SEND ORIGINAL, AGENTS AND B.O. COPIES TO:

MR. _____ E & SR REPRESENTATIVE

B.O. _____

☐ SEND ALL COPIES EXCEPT UNDERWRITING COPY TO:

MR. _____ E & SR REPRESENTATIVE

B.O. _____

☒ RETURN ☒ UNDERWRITING COPY TO E & SR DEPARTMENT
☐ BRANCH OFFICE COPY TO E & SR DEPARTMENT

☒ RETURN ALL ^{else} ~~WORKS~~ TO: Anna Leung X223

☐ OTHER: _____

TO: ENTRY DEPARTMENT — SPECIAL INSTRUCTIONS ON REVERSE SIDE

Case 01-01139-AMC Doc 21936-30
BLANKET EXCESS LIABILITY POLICY
(FOLLOWING FORM)

Filed 06/01/09 Page 19 of 19

Coverage is provided in the Company designated by number,
a stock insurance Company (herein called the Company)

DECLARATIONS

1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)



01 FIREMAN'S FUND INSURANCE COMPANY	SAN FRANCISCO, CALIFORNIA
18 THE AMERICAN INSURANCE COMPANY	PARSIPPANY, NEW JERSEY
07 NATIONAL SURETY CORPORATION	CHICAGO, ILLINOIS
13 ASSOCIATED INDEMNITY CORPORATION	SAN FRANCISCO, CALIFORNIA
15 AMERICAN AUTOMOBILE INSURANCE COMPANY	GREVE COEUR, MISSOURI

POLICY PERIOD:

ITEM 2. INCEPTION (MO. DAY YR.) EXPIRATION (MO. DAY YR.)
12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3. LIMIT OF LIABILITY:

\$. EACH OCCURRENCE
\$. AGGREGATE

ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY

\$. EACH OCCURRENCE
\$. AGGREGATE

ITEM 5. PREMIUM BASIS

\$

ITEM 6.

ADVANCE PREMIUM: \$

ANNUAL MINIMUM PREMIUM: \$

THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$
AS THE POLICY MINIMUM PREMIUM.

7. SCHEDULE OF UNDERLYING INSURANCE:

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereon account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE

COUNTERSIGNATURE OF AUTHORIZED AGENT